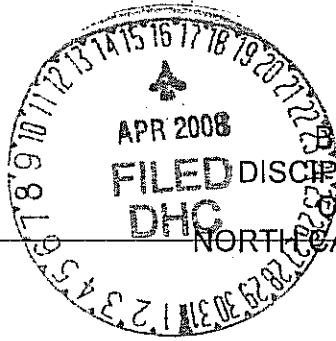


STATE OF NORTH CAROLINA
WAKE COUNTY



BEFORE THE
DISCIPLINARY HEARING
COMMISSION
NORTH CAROLINA STATE BAR
08 DHC 5

THE NORTH CAROLINA STATE BAR,

Plaintiff,

vs.

AMY ROBINSON,

Defendant.

ANSWER

NOW COMES the defendant, through counsel, answering the Complaint of the plaintiff, alleges and says:

FIRST DEFENSE
GENERAL DENIAL

Defendant acknowledges that the Disciplinary Hearing Commission will have sufficient facts to impose discipline as a result of her actions in performing the real estate closings as alleged in the Complaint. The Defendant denies that at the time that she performed the acts outlined in the Complaint, that she had the intent to violate any criminal laws or rules of professional conduct, or that she committed any acts as alleged in the Complaint with knowledge that in so doing she was violating any criminal laws or the Rules of Professional Conduct. Rather, Defendant submits that her inexperience in the practice of law and lack of adequate training lead to the grossly negligent action as alleged in the Complaint. Based upon the foregoing, Defendant submits that the matters to be determined in this proceeding is the level of punishment to be administered by the Disciplinary Hearing Commission not whether there is sufficient factual basis to enter an Order of Discipline.

Defendant further submits that in imposing discipline in this matter, that the Disciplinary Hearing Commission should adopt the ABA Standards for Imposing Lawyer Sanctions as outlined In the Matter of Attorney C, 47 P 3d 1167; (2002) COLO. Lexis 367 at p.22 and find that the actions of the Defendant would only warrant the entry of an Order suspending Defendant's license to practice law as there is insufficient evidence to support a finding that in performing the acts as alleged in the Complaint, the Defendant's actions were made knowingly and/or intentionally with a conscious objective or purpose to accomplish a criminal violation or a violation of the Rules of Professional Conduct.

SECOND DEFENSE
ANSWER

Now by way of further defense, the defendant answering the allegations in Plaintiff's Complaint, alleges and says:

1. The allegations contained in paragraph 1 of plaintiff's Complaint are admitted.
2. The allegations contained in paragraph 2 of plaintiff's Complaint are admitted.
3. It is admitted that defendant practiced in Wake County, North Carolina until the later portion of 2003 when she moved her office to Halifax County, North Carolina where she practiced until 2006.
4. It is admitted that defendant was unbeknownst to her registered agent for Grand Summit, LLC and upon learning of this fact, she resigned as registered agent. A copy of said resignation is attached hereto and incorporated herein by reference as Exhibit "A".
5. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 5 and therefore said allegations are denied.
6. It is admitted that James Webb executed various legal documents as a member/manager of Alpine. Defendant is without sufficient information with which to form a belief as to the truth of the remaining allegations and said allegations are therefore denied.
7. It is admitted that from December 2002 until November 2003 that Defendant maintained a law office on premises leased by Alpine. From November 2003 until 2006 Defendant maintained an office in Halifax County. Any remaining allegations contained in paragraph 7 are denied.
8. It is admitted that from December 2002 until November 2003 Defendant maintained an office at properties leased by Alpine and that she paid no rent. It is further admitted that Defendant represented Webb when he refinanced his home loan. However, it is denied that Defendant had any other attorney-client relationship with James Webb individually. Any remaining allegations contained in paragraph 8 are denied.
9. It is admitted that during 2003 and 2004 defendant was paid a fee by Alpine for handling closings for Alpine and its investors. Any remaining allegations contained in paragraph 9 are denied.

FIRST CLAIM FOR RELIEF

10. Defendant incorporates paragraphs 1 through 9 of her Answer as if fully set out herein in response to the allegations in paragraph 10.
11. The allegations contained in paragraph 11 of plaintiff's Complaint are admitted.
12. The allegations contained in paragraph 12 of plaintiff's Complaint are admitted.
13. It is admitted that Defendant had an attorney-client relationship with Alpine from December of 2002 until late 2004. It is denied that Defendant represented Webb individually other than closing on the refinance of his home. Any remaining allegations contained in paragraph 13 are denied.
14. The allegations contained in paragraph 14 of plaintiff's Complaint are admitted.
15. Upon information and belief, the allegations contained in paragraph 15 of plaintiff's complaint are admitted.
16. The allegations contained in paragraph 16 of plaintiff's Complaint are admitted.
17. The allegations contained in paragraph 17 of plaintiff's Complaint are admitted.
18. The allegations contained in paragraph 18 of plaintiff's Complaint are admitted.
19. The allegations contained in paragraph 19 of plaintiff's Complaint are admitted.
20. The allegations contained in paragraph 20 of plaintiff's Complaint are admitted.
21. The allegations contained in paragraph 21 of plaintiff's Complaint are admitted.
22. The allegations contained in paragraph 22 of plaintiff's Complaint are admitted.

23. The allegations contained in paragraph 23 of plaintiff's Complaint are admitted.
24. The allegations contained in paragraph 24 of plaintiff's Complaint are admitted.
25. The allegations contained in paragraph 25 of plaintiff's Complaint are admitted.
26. The allegations contained in paragraph 26 of plaintiff's Complaint are admitted.
27. The allegations contained in paragraph 27 of plaintiff's Complaint are denied.
28. Defendant admits that she did not disburse funds directly to Spitfire. However, she provided those funds to Alpine at Spitfire's direction and she thereafter received Certificates of Satisfaction as outlined in attached Exhibit "B" for Alpine's indebtedness as reflected on the Hud-1. Any remaining allegations contained in paragraph 28 are denied.
29. The allegations contained in paragraph 29 of plaintiff's Complaint are admitted.
30. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 30 and therefore said allegations are denied.
31. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 31 and therefore said allegations are denied.
32. The allegations contained in paragraph 32 of plaintiff's Complaint are denied.
33. The allegations contained in paragraph 33 of plaintiff's Complaint are denied.
34. The allegations contained in paragraph 34 of plaintiff's Complaint are denied.
35. It is admitted that Defendant did not disburse \$160,000.00 directly to Spitfire. However, she believed at the time that she had authority to transfer said sums on behalf of Spitfire to Alpine and she thereafter

received Certificates of Satisfaction from Spitfire.

36. The allegations contained in paragraph 36 of plaintiff's Complaint are denied.
37. The allegations contained in paragraph 37 of plaintiff's Complaint are denied.
38. The allegations contained in paragraph 38 of plaintiff's Complaint are denied.
39. The Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the actual contract price was \$261,000.00 and said allegation is therefore denied. As such, she did not did not inform CCB that the contract sales price was \$261,000.00.
40. Defendant denies that Alpine did not provide seller financing (See attached Exhibit "C"). As such, she did not inform the bank that Alpine did not provide seller financing.
41. It is admitted that the Defendant did not disburse \$160,000.00 directly to Spitfire. However, she believed at the time that she had the authority to transfer said sums to Alpine for the benefit of Spitfire, and she thereafter received Certificates of Satisfaction as a result of her actions. As such, Defendant admits that she did not inform CCB that she did not disburse \$160,000.00 directly to Spitfire Investments.
42. The allegations contained in paragraph 42 of plaintiff's Complaint are admitted.
43. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant submitted the HUD-1 to CCB as an explanation for the terms of the transaction.

SECOND CLAIM FOR RELIEF

44. Defendant incorporates paragraphs 1 through 43 of her Answer as if fully set out herein in response to the allegations in paragraph 44.
45. The allegations contained in paragraph 45 of plaintiff's Complaint are admitted.
46. The allegations contained in paragraph 46 of plaintiff's Complaint are admitted.

47. Defendant admits that she was probably the closing attorney on some, if not all, of the transactions conveyed in GS 2 when Alpine purchased the same. Any remaining allegations contained in paragraph 47 are denied.
48. The allegations contained in paragraph 48 of plaintiff's Complaint are admitted.
49. Upon information and belief, the allegations contained in paragraph 49 of plaintiff's Complaint are admitted.
50. The allegations contained in paragraph 50 of plaintiff's Complaint are admitted.
51. The allegations contained in paragraph 51 of plaintiff's Complaint are admitted.
52. The allegations contained in paragraph 52 of plaintiff's Complaint are admitted.
53. The allegations contained in paragraph 53 of plaintiff's Complaint are admitted.
54. The allegations contained in paragraph 54 of plaintiff's Complaint are admitted.
55. The allegations contained in paragraph 55 of plaintiff's Complaint are admitted.
56. The allegations contained in paragraph 56 of plaintiff's Complaint are admitted.
57. The allegations contained in paragraph 57 of plaintiff's Complaint are admitted.
58. The allegations contained in paragraph 58 of plaintiff's Complaint are admitted.
59. The allegations contained in paragraph 59 of plaintiff's Complaint are admitted.
60. The allegations contained in paragraph 60 of plaintiff's Complaint are admitted.

61. The allegations contained in paragraph 61 of plaintiff's Complaint are denied. See Deed of Trust attached as Exhibit "D".
62. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 62 and therefore said allegations are denied.
63. Defendant admits that she did not disburse funds directly to John Sink. However, she provided those funds to Alpine at Sink's direction and she thereafter received authority to cancel said indebtedness. Any remaining allegations contained in paragraph 28 are denied.
64. The allegations contained in paragraph 64 of plaintiff's Complaint are admitted.
65. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 65 and therefore said allegations are denied.
66. The allegations contained in paragraph 66 of plaintiff's Complaint are denied.
67. The allegations contained in paragraph 67 of plaintiff's Complaint are denied. (See attached Exhibit "D")
68. The allegations contained in paragraph 68 of plaintiff's Complaint are denied.
69. Defendant admits that she did not disburse funds directly to Sink. However, she provided those funds to Alpine at Sink's direction. Any remaining allegations contained in paragraph 69 are denied.
70. The allegations contained in paragraph 70 of plaintiff's Complaint are denied.
71. It is admitted that Defendant disbursed \$393,218.70 to Alpine and that said sum is in excess of \$353,218.70, on line 603 of the HUD-1, as the defendant believed at the time of the transaction that Sink had granted authority to allow his proceeds to be distributed to Alpine. Any remaining allegations contained in paragraph 71 are denied.
72. The allegations contained in paragraph 72 of plaintiff's Complaint are denied.

73. The Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the actual contract price was \$397,122.00 and said allegation is therefore denied. As such, she did not did not inform RBC that the contract sales price was actually \$397,122.00.
74. It is denied that Alpine did not provide seller financing. See attached Exhibit "D". As such, it is admitted that Defendant did not advise RBC that Alpine provided no seller financing.
75. It is admitted that defendant did not disburse any proceeds directly to John Sink, however, defendant denies any allegation that she did not disburse the \$40,000.00 for the benefit of John Sink, as he authorized her to transfer said sums to Alpine. As such, defendant did not inform RBC that she did not disburse any funds to John Sink.
76. The allegations contained in paragraph 76 of plaintiff's Complaint are admitted.
77. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to RBC.

THIRD CLAIM FOR RELIEF

78. Defendant incorporates paragraphs 1 through 77 of her Answer as if fully set out herein in response to the allegations in paragraph 78.
79. The allegations contained in paragraph 79 of plaintiff's Complaint are admitted.
80. The allegations contained in paragraph 80 of plaintiff's Complaint are admitted.
81. Defendant admits that she was probably the closing attorney on some of the transactions conveyed in GS 3 when Alpine purchased the same. Any remaining allegations contained in paragraph 81 are denied.
82. The allegations contained in paragraph 82 of plaintiff's Complaint are admitted.
83. The allegations contained in paragraph 82 of plaintiff's Complaint are admitted.

84. The allegations contained in paragraph 84 of plaintiff's Complaint are admitted.
85. The allegations contained in paragraph 85 of plaintiff's Complaint are admitted.
86. The allegations contained in paragraph 86 of plaintiff's Complaint are admitted.
87. The allegations contained in paragraph 87 of plaintiff's Complaint are admitted.
88. The allegations contained in paragraph 88 of plaintiff's Complaint are admitted.
89. The allegations contained in paragraph 89 of plaintiff's Complaint are admitted.
90. The allegations contained in paragraph 90 of plaintiff's Complaint are admitted.
91. The allegations contained in paragraph 91 of plaintiff's Complaint are admitted.
92. The allegations contained in paragraph 92 of plaintiff's Complaint are admitted.
93. The allegations contained in paragraph 93 of plaintiff's Complaint are admitted.
94. The allegations contained in paragraph 94 of plaintiff's Complaint are admitted.
95. The allegations contained in paragraph 95 of plaintiff's Complaint are admitted.
96. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 96 and therefore said allegations are denied.
97. Defendant admits that she did not disburse funds directly to Ted Sampson. However, she provided those funds to Alpine at Sampson's direction. Any remaining allegations contained in paragraph 97 are denied.

98. The allegations contained in paragraph 98 of plaintiff's Complaint are admitted.
99. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 99 and therefore said allegations are denied.
100. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 100 and therefore said allegations are denied.
101. The allegations contained in paragraph 101 of plaintiff's Complaint are denied.
102. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 102 and therefore said allegations are denied.
103. The allegations contained in paragraph 103 of plaintiff's Complaint are denied.
104. Defendant admits that she did not disburse funds directly to Ted Sampson. However, she provided those funds to Alpine at Sampson's direction. Any remaining allegations contained in paragraph 104 are denied.
105. The allegations contained in paragraph 105 of plaintiff's Complaint are denied.
106. The allegations contained in paragraph 106 of plaintiff's Complaint are admitted.
107. The allegations contained in paragraph 107 of plaintiff's Complaint are denied.
108. The Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the actual contract price was \$211,150.00 and said allegation is therefore denied. As such, she did not did not inform CCB that the contract sales price was \$211,150.00.
109. The defendant is without sufficient information with which to form a belief as to the truth of the allegation that Grand Summit did not bring any funds to closing. As such said allegations are denied. As such, it is admitted that she did not inform CCB that Grand Summit did not bring any funds to closing.

110. It is admitted that defendant did not disburse any proceeds directly to Ted Sampson, however, defendant denies any allegation that she did not disburse the \$40,000.00 for the benefit of Ted Sampson, as he authorized her to transfer said sums to Alpine. Any remaining allegations contained in paragraph 110 are denied. As such defendant did not inform CCB that she did not disburse any funds directly to Ted Sampson.
111. The allegations contained in paragraph 111 of plaintiff's Complaint are admitted.
112. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to CCB.

FOURTH CLAIM FOR RELIEF

113. Defendant incorporates paragraphs 1 through 112 of her Answer as if fully set out herein in response to the allegations in paragraph 113.
114. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 114 and therefore said allegations are denied.
115. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 115 and therefore said allegations are denied.
116. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 116 and therefore said allegations are denied.
117. The allegations contained in paragraph 117 of plaintiff's Complaint are admitted.
118. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 118 and therefore said allegations are denied.
119. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 119 and therefore said allegations are denied.

120. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 120 and therefore said allegations are denied.
121. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 121 and therefore said allegations are denied.
122. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 122 and therefore said allegations are denied.
123. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 123 and therefore said allegations are denied.
124. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 124 and therefore said allegations are denied.
125. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 125 and therefore said allegations are denied.
126. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 126 and therefore said allegations are denied.
127. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 127 and therefore said allegations are denied.
128. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 128 and therefore said allegations are denied.
129. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 129 and therefore said allegations are denied.
130. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 130 and therefore said allegations are denied.

131. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 131 and therefore said allegations are denied.
132. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 132 and therefore said allegations are denied.
133. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 133 and therefore said allegations are denied.
134. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 134 and therefore said allegations are denied.
135. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 135 and therefore said allegations are denied.
136. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 136 and therefore said allegations are denied.
137. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 137 and therefore said allegations are denied.
138. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 138 and therefore said allegations are denied.
139. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 139 and therefore said allegations are denied.
140. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 140 and therefore said allegations are denied.
141. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 141 and therefore said allegations are denied.

142. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 142 and therefore said allegations are denied.

FIFTH CLAIM FOR RELIEF

143. Defendant incorporates paragraphs 1 through 142 of her Answer as if fully set out herein in response to the allegations in paragraph 143.
144. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 144 and therefore said allegations are denied.
145. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 145 and therefore said allegations are denied.
146. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 146 and therefore said allegations are denied.
147. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 147 and therefore said allegations are denied.
148. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 148 and therefore said allegations are denied.
149. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 149 and therefore said allegations are denied.
150. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 150 and therefore said allegations are denied.
151. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 151 and therefore said allegations are denied.
152. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 152 and therefore said allegations are denied.

153. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 153 and therefore said allegations are denied.
154. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 154 and therefore said allegations are denied.
155. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 155 and therefore said allegations are denied.
156. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 156 and therefore said allegations are denied.
157. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 157 and therefore said allegations are denied.
158. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 158 and therefore said allegations are denied.
159. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 159 and therefore said allegations are denied.
160. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 160 and therefore said allegations are denied.
161. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 161 and therefore said allegations are denied.
162. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 162 and therefore said allegations are denied.
163. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 163 and therefore said allegations are denied.

164. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 164 and therefore said allegations are denied.
165. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 165 and therefore said allegations are denied.
166. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 166 and therefore said allegations are denied.
167. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 167 and therefore said allegations are denied.
168. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 168 and therefore said allegations are denied.
169. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 169 and therefore said allegations are denied.
170. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 170 and therefore said allegations are denied.
171. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 171 and therefore said allegations are denied.
172. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 172 and therefore said allegations are denied.
173. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 173 and therefore said allegations are denied.

SIXTH CLAIM FOR RELIEF

174. Defendant incorporates paragraphs 1 through 173 of her Answer as if fully set out herein in response to the allegations in paragraph 174.

175. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 175 and therefore said allegations are denied.
176. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 176 and therefore said allegations are denied.
177. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 177 and therefore said allegations are denied.
178. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 178 and therefore said allegations are denied.
179. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 179 and therefore said allegations are denied.
180. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 180 and therefore said allegations are denied.
181. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 181 and therefore said allegations are denied.
182. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 182 and therefore said allegations are denied.
183. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 183 and therefore said allegations are denied.
184. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 184 and therefore said allegations are denied.
185. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 185 and therefore said allegations are denied.

186. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 186 and therefore said allegations are denied.
187. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 187 and therefore said allegations are denied.
188. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 188 and therefore said allegations are denied.
189. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 189 and therefore said allegations are denied.
190. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 190 and therefore said allegations are denied.
191. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 191 and therefore said allegations are denied.
192. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 192 and therefore said allegations are denied.
193. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 193 and therefore said allegations are denied.
194. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 194 and therefore said allegations are denied.
195. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 195 and therefore said allegations are denied.
196. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 196 and therefore said allegations are denied.

197. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 197 and therefore said allegations are denied.
198. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 198 and therefore said allegations are denied.
199. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 199 and therefore said allegations are denied.
200. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 200 and therefore said allegations are denied.
201. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 201 and therefore said allegations are denied.
202. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 202 and therefore said allegations are denied.
203. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 203 and therefore said allegations are denied.
204. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 204 and therefore said allegations are denied.
205. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 205 and therefore said allegations are denied.
206. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 206 and therefore said allegations are denied.

SEVENTH CLAIM FOR RELIEF

207. Defendant incorporates paragraphs 1 through 206 of her Answer as if fully set out herein in response to the allegations in paragraph 207.

208. The allegations contained in paragraph 208 of plaintiff's Complaint are admitted; however, the Hud-1 for said transaction is dated May 17, 2004.
209. The allegations contained in paragraph 209 of plaintiff's Complaint are admitted.
210. The allegations contained in paragraph 210 of plaintiff's Complaint are admitted.
211. The allegations contained in paragraph 211 of plaintiff's Complaint are admitted.
212. The allegations contained in paragraph 212 of plaintiff's Complaint are admitted.
213. The allegations contained in paragraph 213 of plaintiff's Complaint are admitted.
214. The allegations contained in paragraph 214 of plaintiff's Complaint are admitted.
215. The allegations contained in paragraph 215 of plaintiff's Complaint are admitted.
216. The allegations contained in paragraph 216 of plaintiff's Complaint are admitted.
217. The allegations contained in paragraph 217 of plaintiff's Complaint are admitted.
218. The allegations contained in paragraph 218 of plaintiff's Complaint are admitted.
219. The allegations contained in paragraph 219 of plaintiff's Complaint are admitted.
220. The allegations contained in paragraph 220 of plaintiff's Complaint are admitted.
221. The allegations contained in paragraph 221 of plaintiff's Complaint are admitted.
222. The allegations contained in paragraph 222 of plaintiff's Complaint are admitted.

223. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 223 and therefore said allegations are denied.
224. It is admitted that defendant did not disburse funds directly to Chris Judy. However, at the time of the transaction, defendant understood that funds payable to Chris Judy would be distributed to Alpine for the benefit of Chris Judy. Defendant further believed that upon payment of said funds to Alpine, that Chris Judy would execute a Certificate of Satisfaction, which was in fact received and recorded by defendant in Book 6531, Page 289 of the Cumberland County Registry on May 21, 2004. A copy of said Certification and Affidavit of Lost Note is attached hereto as Exhibit "E".
225. The allegations contained in paragraph 225 of plaintiff's Complaint are admitted.
226. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 226 and therefore said allegations are denied.
227. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 227 and therefore said allegations are denied.
228. The allegations contained in paragraph 228 of plaintiff's Complaint are denied.
229. The defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 229 and therefore said allegations are denied.
230. The allegations contained in paragraph 230 of plaintiff's Complaint are denied.
231. It is admitted that Defendant did not disburse funds directly to Chris Judy. However, she believed at the time that she had authority to disburse said funds as directed by Chris Judy.
232. The allegations contained in paragraph 232 of plaintiff's Complaint are denied.
233. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 233 and therefore said allegations are denied.

234. The allegations contained in paragraph 234 of plaintiff's Complaint are denied.
235. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$49,600.00, and said allegation is therefore denied. As such, defendant did not inform TMS that the contract sales price was actually \$49,600.00.
236. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that Sink did not bring any funds to closing and said allegation is therefore denied. It is admitted that defendant did not inform TMS that Sink did not bring any funds to closing.
237. It is admitted that the Defendant did not inform TMS that she did not disburse any funds directly to Chris Judy. Any remaining allegations contained in paragraph 237 are denied.
238. The allegations contained in paragraph 238 of plaintiff's Complaint are admitted.
239. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to TMS.

EIGHTH CLAIM FOR RELIEF

240. Defendant incorporates paragraphs 1 through 239 of her Answer as if fully set out herein in response to the allegations in paragraph 240.
241. The allegations contained in paragraph 241 of plaintiff's Complaint are admitted.
242. The allegations contained in paragraph 242 of plaintiff's Complaint are admitted.
243. The allegations contained in paragraph 243 of plaintiff's Complaint are admitted.
244. The allegations contained in paragraph 244 of plaintiff's Complaint are admitted.
245. The allegations contained in paragraph 245 of plaintiff's Complaint are admitted.

- 246. The allegations contained in paragraph 246 of plaintiff's Complaint are admitted.
- 247. The allegations contained in paragraph 247 of plaintiff's Complaint are admitted.
- 248. The allegations contained in paragraph 248 of plaintiff's Complaint are admitted.
- 249. The allegations contained in paragraph 249 of plaintiff's Complaint are admitted.
- 250. The allegations contained in paragraph 250 of plaintiff's Complaint are admitted.
- 251. The allegations contained in paragraph 251 of plaintiff's Complaint are admitted.
- 252. The allegations contained in paragraph 252 of plaintiff's Complaint are admitted.
- 253. The allegations contained in paragraph 253 of plaintiff's Complaint are admitted.
- 254. The allegations contained in paragraph 254 of plaintiff's Complaint are admitted.
- 255. The allegations contained in paragraph 255 of plaintiff's Complaint are admitted.
- 256. The allegations contained in paragraph 256 of plaintiff's Complaint are admitted.
- 257. The allegations contained in paragraph 257 of plaintiff's Complaint are admitted.
- 258. The allegations contained in paragraph 258 of plaintiff's Complaint are admitted..
- 259. It is admitted that defendant did not directly disburse any funds to Dixon, as she believed she had written authority to disburse those funds to Alpine based upon the Indemnity Agreement attached hereto as Exhibit "F".

260. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 260 and therefore said allegations are denied.
261. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 261 and therefore said allegations are denied.
262. The allegations contained in paragraph 262 of plaintiff's Complaint are denied.
263. The allegations contained in paragraph 263 of plaintiff's Complaint are admitted.
264. The allegations contained in paragraph 264 of plaintiff's Complaint are denied.
265. The allegations contained in paragraph 265 of plaintiff's Complaint are admitted.
266. The allegations contained in paragraph 266 of plaintiff's Complaint are denied.
267. It is admitted that defendant did not directly disburse any funds to Dixon, as she believed she had written authority to disburse those funds to Alpine based upon the Indemnity Agreement attached hereto as Exhibit "F".
268. The allegations contained in paragraph 268 of plaintiff's Complaint are denied.
269. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the actual sales price was \$62,050.00 and therefore said allegation is denied. It is admitted that defendant did not inform HFN that the contract sales price was actually \$62,050.00
270. The allegations contained in paragraph 270 of plaintiff's Complaint are admitted.
271. The allegations contained in paragraph 271 of plaintiff's Complaint are admitted.
272. The allegations contained in paragraph 272 of plaintiff's Complaint are admitted.

273. The allegations contained in paragraph 273 of plaintiff's Complaint are admitted.
274. The allegations contained in paragraph 274 of plaintiff's Complaint are admitted.
275. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to HFN.

NINTH CLAIM FOR RELIEF

276. Defendant incorporates paragraphs 1 through 275 of her Answer as if fully set out herein in response to the allegations in paragraph 276.
277. The allegations contained in paragraph 277 of plaintiff's Complaint are admitted.
278. The allegations contained in paragraph 278 of plaintiff's Complaint are admitted.
279. The allegations contained in paragraph 279 of plaintiff's Complaint are admitted.
280. The allegations contained in paragraph 280 of plaintiff's Complaint are admitted.
281. The allegations contained in paragraph 281 of plaintiff's Complaint are admitted.
282. The allegations contained in paragraph 282 of plaintiff's Complaint are admitted.
283. The allegations contained in paragraph 283 of plaintiff's Complaint are admitted.
284. The allegations contained in paragraph 284 of plaintiff's Complaint are admitted.
285. The allegations contained in paragraph 285 of plaintiff's Complaint are admitted.
286. The allegations contained in paragraph 286 of plaintiff's Complaint are admitted.

- 287. The allegations contained in paragraph 287 of plaintiff's Complaint are admitted.
- 288. The allegations contained in paragraph 288 of plaintiff's Complaint are admitted.
- 289. The allegations contained in paragraph 289 of plaintiff's Complaint are admitted.
- 290. The allegations contained in paragraph 290 of plaintiff's Complaint are admitted.
- 291. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 291 and therefore said allegations are denied.
- 292. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 292 and therefore said allegations are denied.
- 293. The allegations contained in paragraph 293 of plaintiff's Complaint are admitted.
- 294. It is admitted that defendant did not directly disburse any funds to Dixon, as she believed she had written authority to disburse those funds to Alpine based upon the Idemnity Agreement attached hereto as Exhibit "F".
- 295. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 295 and therefore said allegations are denied.
- 296. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 296 and therefore said allegations are denied.
- 297. The allegations contained in paragraph 297 of plaintiff's Complaint are denied.
- 298. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 298 and therefore said allegations are denied.
- 299. The allegations contained in paragraph 299 of plaintiff's Complaint are denied.

300. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 300 and therefore said allegations are denied.
301. The allegations contained in paragraph 301 of plaintiff's Complaint are denied.
302. It is admitted that defendant did not directly disburse any funds to Dixon, as she believed she had written authority to disburse those funds to Alpine based upon the Idemnity Agreement attached hereto as Exhibit "F".
303. The allegations contained in paragraph 303 of plaintiff's Complaint are denied.
304. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$56,100.00 and therefore said allegation is denied. It is admitted that defendant did not inform HFN that the contract sales price was actually \$56,100.00.
305. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 305 and therefore said allegations are denied.
306. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 306 and therefore said allegations are denied.
307. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 307 and therefore said allegations are denied.
308. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to HFN.

TENTH CLAIM FOR RELIEF

309. Defendant incorporates paragraphs 1 through 308 of her Answer as if fully set out herein in response to the allegations in paragraph 309.
310. The allegations contained in paragraph 310 of plaintiff's Complaint are admitted.

311. The allegations contained in paragraph 311 of plaintiff's Complaint are admitted.
312. The allegations contained in paragraph 312 of plaintiff's Complaint are admitted.
313. The allegations contained in paragraph 313 of plaintiff's Complaint are admitted.
314. The allegations contained in paragraph 314 of plaintiff's Complaint are admitted.
315. The allegations contained in paragraph 315 of plaintiff's Complaint are admitted.
316. The allegations contained in paragraph 316 of plaintiff's Complaint are admitted.
317. The allegations contained in paragraph 317 of plaintiff's Complaint are admitted.
318. The allegations contained in paragraph 318 of plaintiff's Complaint are admitted.
319. The allegations contained in paragraph 319 of plaintiff's Complaint are admitted.
320. The allegations contained in paragraph 320 of plaintiff's Complaint are admitted.
321. The allegations contained in paragraph 321 of plaintiff's Complaint are admitted.
322. The allegations contained in paragraph 322 of plaintiff's Complaint are admitted.
323. The allegations contained in paragraph 323 of plaintiff's Complaint are admitted.
324. The allegations contained in paragraph 324 of plaintiff's Complaint are admitted.

325. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 325 and therefore said allegations are denied.
326. It is admitted that defendant did not disburse any settlement proceeds directly to Sattleback, as she had authority from the member/manager of said entity, James Webb, to disburse said funds directly to him.
327. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 327 and therefore said allegations are denied.
328. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 328 and therefore said allegations are denied.
329. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 329 and therefore said allegations are denied.
330. The allegations contained in paragraph 330 of plaintiff's Complaint are denied.
331. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 331 and therefore said allegations are denied.
332. The allegations contained in paragraph 332 of plaintiff's Complaint are denied.
333. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 333 and therefore said allegations are denied.
334. The allegations contained in paragraph 334 of plaintiff's Complaint are denied.
335. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$50,150.00 and therefore said allegation is denied. It is admitted that defendant did not inform Popular Finance that the contract sales price was actually \$50,150.00.
336. The allegations contained in paragraph 336 of plaintiff's Complaint are admitted.

337. The allegations contained in paragraph 337 of plaintiff's Complaint are admitted.
338. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 338 and therefore said allegations are denied.
339. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to Popular Finance.

ELEVENTH CLAIM FOR RELIEF

340. Defendant incorporates paragraphs 1 through 339 of her Answer as if fully set out herein in response to the allegations in paragraph 340.
341. The allegations contained in paragraph 341 of plaintiff's Complaint are admitted.
342. The allegations contained in paragraph 342 of plaintiff's Complaint are admitted.
343. The allegations contained in paragraph 343 of plaintiff's Complaint are admitted.
344. The allegations contained in paragraph 344 of plaintiff's Complaint are admitted.
345. The allegations contained in paragraph 345 of plaintiff's Complaint are admitted.
346. The allegations contained in paragraph 346 of plaintiff's Complaint are admitted.
347. The allegations contained in paragraph 347 of plaintiff's Complaint are admitted.
348. The allegations contained in paragraph 348 of plaintiff's Complaint are admitted.
349. The allegations contained in paragraph 349 of plaintiff's Complaint are admitted.

- 350. The allegations contained in paragraph 350 of plaintiff's Complaint are admitted.
- 351. The allegations contained in paragraph 351 of plaintiff's Complaint are admitted.
- 352. The allegations contained in paragraph 352 of plaintiff's Complaint are admitted.
- 353. The allegations contained in paragraph 353 of plaintiff's Complaint are admitted.
- 354. The allegations contained in paragraph 354 of plaintiff's Complaint are admitted.
- 355. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 355 and therefore said allegations are denied.
- 356. It is admitted that defendant did not disburse funds directly to Dwight Sullivan, as she thought she had authority from Sullivan to disburse his proceeds to Alpine. Any remaining allegations contained in paragraph 356 are denied.
- 357. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 357 and therefore said allegations are denied.
- 358. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 358 and therefore said allegations are denied.
- 359. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 359 and therefore said allegations are denied.
- 360. The allegations contained in paragraph 360 of plaintiff's Complaint are denied.
- 361. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 361 and therefore said allegations are denied.

362. The allegations contained in paragraph 362 of plaintiff's Complaint are denied.
363. It is admitted that defendant did not disburse funds directly to Dwight Sullivan, as she thought she had authority from Sullivan to disburse his proceeds to Alpine.
364. The allegations contained in paragraph 364 of plaintiff's Complaint are denied.
365. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$54,500.00 and therefore said allegation is denied. It is admitted that defendant did not inform Popular Finance that the contract sales price was actually \$54,500.00.
366. The allegations contained in paragraph 366 of plaintiff's Complaint are admitted.
367. The allegations contained in paragraph 367 of plaintiff's Complaint are admitted.
368. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 368 and therefore said allegations are denied.
369. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to Popular Finance.

TWELFTH CLAIM FOR RELIEF

370. Defendant incorporates paragraphs 1 through 369 of her Answer as if fully set out herein in response to the allegations in paragraph 370.
371. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 371 and therefore said allegations are denied.
372. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 372 and therefore said allegations are denied.

373. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 373 and therefore said allegations are denied.
374. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 374 and therefore said allegations are denied.
375. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 375 and therefore said allegations are denied.
376. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 376 and therefore said allegations are denied.
377. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 377 and therefore said allegations are denied.
378. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 378 and therefore said allegations are denied.
379. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 379 and therefore said allegations are denied.
380. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 380 and therefore said allegations are denied.
381. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 381 and therefore said allegations are denied.
382. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 382 and therefore said allegations are denied.
383. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 383 and therefore said allegations are denied.

- 384. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 384 and therefore said allegations are denied.
- 385. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 385 and therefore said allegations are denied.
- 386. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 386 and therefore said allegations are denied.
- 387. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 387 and therefore said allegations are denied.
- 388. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 388 and therefore said allegations are denied.
- 389. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 389 and therefore said allegations are denied.
- 390. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 390 and therefore said allegations are denied.
- 391. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 391 and therefore said allegations are denied.
- 392. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 392 and therefore said allegations are denied.
- 393. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 393 and therefore said allegations are denied.
- 394. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 394 and therefore said allegations are denied.

395. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 395 and therefore said allegations are denied.
396. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 396 and therefore said allegations are denied.
397. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 397 and therefore said allegations are denied.

THIRTEENTH CLAIM FOR RELIEF

398. Defendant incorporates paragraphs 1 through 397 of her Answer as if fully set out herein in response to the allegations in paragraph 398.
399. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 399 and therefore said allegations are denied.
400. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 400 and therefore said allegations are denied.
401. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 401 and therefore said allegations are denied.
402. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 402 and therefore said allegations are denied.
403. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 403 and therefore said allegations are denied.
404. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 404 and therefore said allegations are denied.
405. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 405 and therefore said allegations are denied.

- 406. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 406 and therefore said allegations are denied.
- 407. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 407 and therefore said allegations are denied.
- 408. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 408 and therefore said allegations are denied.
- 409. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 409 and therefore said allegations are denied.
- 410. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 410 and therefore said allegations are denied.
- 411. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 411 and therefore said allegations are denied.
- 412. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 412 and therefore said allegations are denied.
- 413. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 413 and therefore said allegations are denied.
- 414. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 414 and therefore said allegations are denied.
- 415. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 415 and therefore said allegations are denied.
- 416. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 416 and therefore said allegations are denied.

- 417. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 417 and therefore said allegations are denied.
- 418. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 418 and therefore said allegations are denied.
- 419. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 419 and therefore said allegations are denied.
- 420. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 420 and therefore said allegations are denied.
- 421. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 421 and therefore said allegations are denied.
- 422. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 422 and therefore said allegations are denied.
- 423. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 423 and therefore said allegations are denied.
- 424. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 424 and therefore said allegations are denied.
- 425. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 425 and therefore said allegations are denied.
- 426. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 426 and therefore said allegations are denied.
- 427. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 427 and therefore said allegations are denied.

428. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 428 and therefore said allegations are denied.
429. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 429 and therefore said allegations are denied.

FOURTEENTH CLAIM FOR RELIEF

430. Defendant incorporates paragraphs 1 through 429 of her Answer as if fully set out herein in response to the allegations in paragraph 430.
431. The allegations contained in paragraph 431 of plaintiff's Complaint are admitted.
432. The allegations contained in paragraph 432 of plaintiff's Complaint are admitted.
433. The allegations contained in paragraph 433 of plaintiff's Complaint are admitted.
434. The allegations contained in paragraph 434 of plaintiff's Complaint are admitted.
435. The allegations contained in paragraph 435 of plaintiff's Complaint are admitted.
436. The allegations contained in paragraph 436 of plaintiff's Complaint are admitted.
437. The allegations contained in paragraph 437 of plaintiff's Complaint are admitted.
438. The allegations contained in paragraph 438 of plaintiff's Complaint are admitted.
439. The allegations contained in paragraph 439 of plaintiff's Complaint are admitted.
440. The allegations contained in paragraph 440 of plaintiff's Complaint are admitted.
441. The allegations contained in paragraph 441 of plaintiff's Complaint are admitted.

442. The allegations contained in paragraph 442 of plaintiff's Complaint are admitted.
443. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 443 and therefore said allegations are denied.
444. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 444 and therefore said allegations are denied.
445. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 445 and therefore said allegations are denied.
446. The allegations contained in paragraph 446 of plaintiff's Complaint are denied.
447. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 447 and therefore said allegations are denied.
448. The allegations contained in paragraph 448 of plaintiff's Complaint are denied.
449. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$50,775.45 and therefore said allegation is denied. It is admitted that defendant did not inform HFM that the contract sales price was actually \$50,775.45.
450. The allegations contained in paragraph 450 of plaintiff's Complaint are admitted.
451. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to HFM.

FIFTEENTH CLAIM FOR RELIEF

452. Defendant incorporates paragraphs 1 through 451 of her Answer as if fully set out herein in response to the allegations in paragraph 452.

- 453. The allegations contained in paragraph 453 of plaintiff's Complaint are admitted, except that the HUD-1 has a date of July 26, 2004.
- 454. The allegations contained in paragraph 454 of plaintiff's Complaint are admitted.
- 455. The allegations contained in paragraph 455 of plaintiff's Complaint are admitted. However, the HUD-1 indicates that the loan was for \$49,000.00.
- 456. The allegations contained in paragraph 456 of plaintiff's Complaint are admitted.
- 457. The allegations contained in paragraph 457 of plaintiff's Complaint are admitted.
- 458. The allegations contained in paragraph 458 of plaintiff's Complaint are admitted.
- 459. The allegations contained in paragraph 459 of plaintiff's Complaint are admitted.
- 460. The allegations contained in paragraph 460 of plaintiff's Complaint are admitted.
- 461. The allegations contained in paragraph 461 of plaintiff's Complaint are admitted.
- 462. The allegations contained in paragraph 462 of plaintiff's Complaint are admitted.
- 463. The allegations contained in paragraph 463 of plaintiff's Complaint are admitted.
- 464. The allegations contained in paragraph 464 of plaintiff's Complaint are admitted.
- 465. The allegations contained in paragraph 465 of plaintiff's Complaint are admitted.
- 466. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 466 and therefore said allegations are denied.

467. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 467 and therefore said allegations are denied.
468. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 468 and therefore said allegations are denied.
469. The allegations contained in paragraph 469 of plaintiff's Complaint are denied.
470. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 470 and therefore said allegations are denied.
471. The allegations contained in paragraph 471 of plaintiff's Complaint are denied.
472. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$49,600.00 and therefore said allegation is denied. It is admitted that defendant did not inform TMS that the contract sales price was actually \$49,600.00.
473. The allegations contained in paragraph 473 of plaintiff's Complaint are admitted.
474. Defendant denies that based upon her knowledge at the time of the closing and transmission of the HUD-1, that said document contained any false information. It is admitted that Defendant transmitted the HUD-1 alleged herein to TMS.

SIXTEENTH CLAIM FOR RELIEF

475. Defendant incorporates paragraphs 1 through 474 of her Answer as if fully set out herein in response to the allegations in paragraph 475.
476. The allegations contained in paragraph 476 of plaintiff's Complaint are admitted.
477. The allegations contained in paragraph 477 of plaintiff's Complaint are admitted.

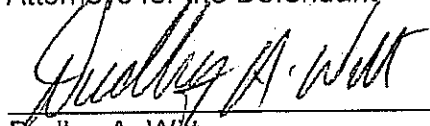
- 478. The allegations contained in paragraph 478 of plaintiff's Complaint are admitted.
- 479. The allegations contained in paragraph 479 of plaintiff's Complaint are admitted.
- 480. The allegations contained in paragraph 480 of plaintiff's Complaint are admitted.
- 481. The allegations contained in paragraph 481 of plaintiff's Complaint are admitted.
- 482. The allegations contained in paragraph 482 of plaintiff's Complaint are admitted.
- 483. The allegations contained in paragraph 483 of plaintiff's Complaint are admitted.
- 484. The allegations contained in paragraph 484 of plaintiff's Complaint are admitted.
- 485. The allegations contained in paragraph 485 of plaintiff's Complaint are admitted.
- 486. The allegations contained in paragraph 486 of plaintiff's Complaint are admitted.
- 487. The allegations contained in paragraph 487 of plaintiff's Complaint are admitted.
- 488. The allegations contained in paragraph 488 of plaintiff's Complaint are admitted.
- 489. The allegations contained in paragraph 489 of plaintiff's Complaint are admitted.
- 490. The allegations contained in paragraph 490 of plaintiff's Complaint are admitted.
- 491. The allegations contained in paragraph 491 of plaintiff's Complaint are admitted.
- 492. The allegations contained in paragraph 492 of plaintiff's Complaint are admitted.

493. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 493 and therefore said allegations are denied.
494. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 494 and therefore said allegations are denied.
495. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 495 and therefore said allegations are denied.
496. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 496 and therefore said allegations are denied.
497. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 497 and therefore said allegations are denied.
498. The allegations contained in paragraph 498 of plaintiff's Complaint are denied.
499. Defendant is without sufficient information with which to form a belief as to the truth of the allegations contained in paragraph 499 and therefore said allegations are denied.
500. The allegations contained in paragraph 500 of plaintiff's Complaint are denied.
501. Defendant is without sufficient information with which to form a belief as to the truth of the allegation that the contract sales price was actually \$373,998.00 and therefore said allegation is denied. It is admitted that defendant did not inform CCB that the contract sales price was actually \$373,998.00.
502. The allegations contained in paragraph 502 of plaintiff's Complaint are admitted.
503. The allegations contained in paragraph 503 of plaintiff's Complaint are admitted.

WHEREFORE, the defendant requests the State Bar to enter an Order of Discipline based upon its determination that there is insufficient evidence to support a finding that any violations of the Rules of Professional Conduct were made intentionally or with a conscious or objective purpose to accomplish a criminal violation or an intentional and knowing violation of the Rules of Professional Conduct. Defendant further requests the State Bar to deny any claims based upon her intentional violation of Rules 8.4(b), 8.4(c), 8.4(g), 1.2(d), 1.7(a)(1), or any other rule of professional conduct outlined in the Complaint, and that an Order of Discipline be entered that would allow for the defendant to apply for reinstatement after an active period of suspension on terms and conditions deemed appropriate by this panel of the Disciplinary Hearing Commission.

This the 16th day of April, 2008.

CRUMPLER FREEDMAN PARKER & WITT
Attorneys for the Defendant

A handwritten signature in dark ink, appearing to read "Dudley A. Witt", is written over a horizontal line.

Dudley A. Witt
301 North Main Street, Suite 1100
Winston-Salem, NC 27101
(336) 725-1304

STATE OF NORTH CAROLINA
WAKE COUNTY

BEFORE THE
DISCIPLINARY HEARING
COMMISSION
NORTH CAROLINA STATE BAR
08 DHC 5

THE NORTH CAROLINA STATE BAR,

Plaintiff,

vs.

AMY ROBINSON,

Defendant.

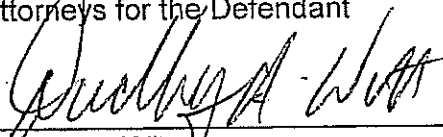
CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is an attorney at law licensed to practice in the State of North Carolina, is attorney for the defendant and is a person of such age and discretion as to be competent to serve process.

That on the 16th day of April, 2008, he served a copy of the attached **ANSWER** by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and its contents in the United States Mail at Winston-Salem, North Carolina.

ADDRESSEE: Ms. Katherine Jean
North Carolina State Bar
208 Fayetteville Street
Raleigh, NC 27601

CRUMPLER FREEDMAN PARKER & WITT
Attorneys for the Defendant



Dudley A. Witt
301 North Main Street, Suite 1100
Winston-Salem, NC 27101
(336) 725-1304

EXHIBIT "A"

State of North Carolina
Department of the Secretary of State

SOSID: 0661387
Date Filed: 10/21/2004 3:23:00 PM
Effective: 11/21/2004
Elaine F. Marshall
North Carolina Secretary of State
C200428900200

STATEMENT OF RESIGNATION OF REGISTERED AGENT

Pursuant to §55D-32 of the General Statutes of North Carolina, the undersigned hereby submits the following statement:

1. I, Amy Robinson (type or print name), hereby resign my appointment as registered agent for the following entity: Grand Summit, LLC
Entity type: ☐ Corporation, ☐ Foreign Corporation, ☐ Nonprofit Corporation
☐ Foreign Nonprofit Corporation, ☒ Limited Liability Company,
☐ Foreign Limited Liability Company, ☐ Limited Partnership, ☐ Foreign Limited Partnership,
☐ Limited Liability Partnership, ☐ Foreign Limited Liability Partnership
2. The undersigned certifies that written notice of this resignation as registered agent of the entity has been mailed or delivered to the entity as follows:
Name and Title of Individual John Sink - member manager
Address 6131 Falls of Neuse Rd., Suite 200
City, State, Zip Code Raleigh, nc 27609
3. The registered office is to be discontinued. (check here ☒ if applicable)

This the 12th day of Oct., 2004

Grand Summit, LLC
Name of Entity -

Amy Robinson
Signature

Amy Robinson, Attorney
Type of Print Name and Title

NOTES

1. No filing fee. This document must be filed with the Secretary of State.
2. The appointment as registered agent is terminated, and the registered office is discontinued if so provided, on the 31st day after the date on which this statement is filed.

CORPORATIONS DIVISION
(Revised January 2002)

P.O. BOX 29622

RALEIGH, NC 27626-0622
(Form BE-07)

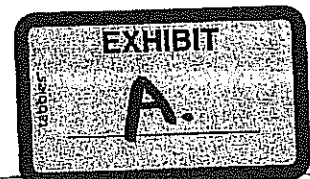


EXHIBIT “B”

CERTIFICATE OF SATISFACTION

STATE OF UTAH)

COUNTY OF SALT LAKE)

Splitfire Investments, L.L.C. certifies that it is the owner of the indebtedness secured by the hereafter described Deed of Trust and that the debt or other obligation in the amount of \$280,000.00 secured by the Deed of Trust executed by Alpine Properties, LLC, Grantor, to Mark E. Edward, Trustee, in favor of Splitfire Investments, L.L.C., Beneficiary, and recorded in Nash County, State of North Carolina, in Book 1891 at Page 666, was satisfied on March 21, 2003. The undersigned requests that this Certificate of Satisfaction be recorded and

CANCELLED BY CERTIFICATE NOTICE OF SATISFACTION PURSUANT TO GS 45-37 (a), (b) / BS 46-37 (a), (b)

THIS 1 DAY OF April, 2003

BOOK 1943 PAGE 343

BARBARA W. SASSER
NASH COUNTY REGISTER OF DEEDS

BY DEPUTY/ASSISTANT
STATE OF UTAH)

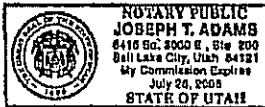
COUNTY OF SALT LAKE)

SPLITFIRE INVESTMENTS, L.L.C

By Roger K. Fuller, Manager

I, Joseph T. Adams, a Notary Public in and for the County and State aforesaid, do hereby certify that Roger K. Fuller, a Manager of Splitfire Investments, L.L.C., a Utah limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Splitfire Investments, L.L.C..

WITNESS my hand and official seal this 25th day of March, 2003.



NOTARY PUBLIC

NORTH CAROLINA—NASH COUNTY

The foregoing certificate of _____ of _____
(Notary) (Not Public)
[new] certificate to be served. This instrument was presented for registration and recorded in the office in
Book 1943, Page 343
Date 1943, Day of April, 2003, 8:20
Title _____
BARBARA W. SASSER, REGISTER OF DEEDS
Nash County, North Carolina

BOOK 1943 PAGE 343

Amie Robinson
1300 S.E. Maynard
Suite 203
Cary NC 27511

SATISFACTION: The debt evidenced by this Note has been satisfied in full this _____ day of _____.

BOOK 1357 PAGE 0141

PROMISSORY NOTE

\$ *****280,000.00

Nashville, N.C.

September 17, 2002

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to Spiffire Investments, LLC

or order,

the principal sum of --Two Hundred Eighty Thousand and 00/100--

DOLLARS (\$ *****280,000.00), with interest from September 17, 2002, at the rate of Eighty Five and Five *

per cent (85.00%) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America at the office of Spiffire Investments, LLC

6415 South 3000 East, Ste 200, Salt Lake City, Utah 84121-6938

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments of any securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

\$319,666.48 in principal and interest due and payable on November 17, 2002.

Spiffire Investments, LLC
by Paul A. Fuller, manager
3/21/03

If not sooner paid, the entire remaining indebtedness shall be due and payable on November 17, 2002.

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any payments thereon, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of Eighty Five and Five Thousandths per cent (85.00%) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extension of time for the payment of principal and interest and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorser of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

*This Note is to be given and continued in accordance with the laws of the State of North Carolina
 is Note is given for money borrowed

and is secured by a Deed of Trust of even date payable to Mark E. Edwards, Trustee

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____, which is a _____ first _____, then upon the property therein described
 day and year first above written

 Secretary and its corporate seal to be
 hereto affixed, all by order of its Board of Directors first duly given, the day and
 year first above written

(Corporate Name)

By _____

 President

TEST

 Secretary (Corporate Seal)

(Corporate Name)

By _____

 President

ATTEST

 Secretary (Corporate Seal)

N.C. Bar Assoc. Form No. L-4 © 1976 Revised © 1985 NCBA 001

BOOK 1943 PAGE 344

SoftPro

7/28/1339 Paid 0798

SATISFACTION The debt secured by the within Deed of Trust together with the notes secured thereby has been satisfied in full
This 17th day of
Signed

Rose B. Cole

Recording Time, Book and Page

Tax Lot No Parcel Identifier No

Verified by County on the day of

by

Mail after recording to Fields & Cooper, PLLC, Post Office Box 757, Nashville, NC 27856

This instrument prepared by Mark E. Edwards, Fields & Cooper, PLLC, Post Office Box 757, Nashville, NC 27856

Brief Description for the index

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this 17th day of September 2002 by and between

GRANTOR	TRUSTEE	BENEFICIARY
Alpine Properties, L.L.C., 12601 Boyce Mill Road Raleigh, NC 27613	Mark E. Edwards P O Box 757 Nashville, NC 27856	Spitfire Investments, L.L.C. 6415 South 3000 East, Suite 200 Salt Lake City, UT 84121-6958

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural masculine, feminine or neuter as required by context

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of --Two Hundred Eighty Thousand and 00/100--

as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said Promissory Note, if not sooner paid, is November 17, 2002 Dollars \$ *****280,000.00

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns the parcel(s) of land situated in the City of Township,

Nash and Edgecombe County, North Carolina (the "Premises") and more particularly described as follows

File No 02-0611A

See legal descriptions attached hereto and made a part hereof

CANCELLED BY CERTIFICATE/NOTICE
OF SATISFACTION PURSUANT TO GS,
45-37 (a) (6) 1-66-45-37 (a) (6)

THIS 1 DAY OF April, 2003
BOOK 1943 PAGE 343

Barbara W. Sasser
BARBARA W. SASSER
NASH COUNTY REGISTER OF DEEDS

BY DEPUTY/ASSISTANT

BOOK 1891 PAGE 666

BOOK 1339 PAGE 0000

Tract 1:

KNOWN AS 1006 Sunset Avenue, Rocky Mount, North Carolina

BEGINNING at an iron stake in the northern right of way line of Sunset Avenue located 50 feet west of the intersection of the northern right of way line of Sunset Avenue and the western right of way line of Vyne Street, corner for Lots 9 and 11, all as shown on map hereinafter referred to, thence along the northern right of way line of Sunset Avenue, N 80° 00' W 50 feet to an iron stake, corner for Lots 9 and 10, thence along the dividing line between Lots 9 and 10, N 21° 45' E 150 feet to an iron stake, cornering, thence S 60° 00' E 50 feet to an iron stake, corner for Lots 10 and 11, thence along the dividing line between Lots 10 and 11, S 24° 45' W 150 feet to the point of beginning,

and being Lot 10 as shown on plat of West Avenue Extension recorded in Book 150 at Pages 108 and 109, Nash County Registry, to which plat reference is hereby made for a more particular description. See deed from Rich Property Corporation to P. H. Bradshaw and wife, Lucille F. Bradshaw, dated December 8, 1930, recorded in Book 426, Page 572, Nash County Registry, and deed from J. M. Matthews, Jr. and wife, Mabelita B. Matthews to P. H. Bradshaw and wife, Lucille F. Bradshaw dated April 22, 1938, recorded in Book 427, Page 390, Nash County Registry. See also deed dated April 14, 1942 from P. H. Bradshaw and wife, Lucille F. Bradshaw to James R. Mauldin and wife, Genevieve W. Mauldin recorded in Book 477, Page 259, Nash County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." by Gay-Jarvis Associates, Inc. dated May 13, 1992, last revised November 10, 1993.

Tract 2:

KNOWN AS 705 Western Avenue, Rocky Mount, Nash County, North Carolina

BEGINNING at an iron stake in the southern right of way line of Western Avenue located 94.3 feet northwest of the point where the southern right of way line of Western Avenue intersects the western right of way line of South Howell Street (formerly Tillery Street), all as shown on map hereinafter referred to, thence S 23° 58' W 102.0 feet to an iron stake, corner in the line of Lot 38, thence along the northern line of Lot 10, N. 65° 04' W 40.0 feet to an iron stake set in the eastern right of way line of a 10 foot alley, cornering, thence along the eastern right of way line of said 10 foot alley, N. 20° 37' E 103.4 feet to an iron stake in the southern right of way line of Western Avenue, cornering, thence along the southern right of way line of Western Avenue S. 63° 42' E 46.0 feet to the beginning, and being the western end of Lots 36 and 37, Block D, Villa Place as shown on plat recorded in Book 200, Page 601, Nash County Registry, to which plat reference is hereby made for a more particular description. See deed from Imperial Furniture Company to Preston H. Bradshaw, Jr., dated March 20, 1959, recorded in Book 690, Page 374, Nash County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated May 10, 1992, last revised November 15, 1993, by Gay-Jarvis Associates, Inc.

BOOK 1891 PAGE 668

Tract 3:

KNOWN as 333 S. Raleigh Street, Rocky Mount, North Carolina.

BEGINNING at an existing iron pipe in the southern right of way line of Raleigh Street located 117.10 feet east of the intersection of the southern right of way line of Raleigh Street and the eastern right of way line of Arlington Street, all as shown on map hereinafter referred to; thence along the southern right of way line of Raleigh Street, N. 69° 21' E. 44.42 feet to an existing iron pipe and N. 60° 30' E. 4.0 feet to an existing iron pipe, cornering; thence S. 29° 30' E. 130.0 feet to an existing iron pipe, cornering; thence S. 55° 22' W. 95.21 feet to an existing iron pipe, cornering; thence N. 02° 28' W. 40.5 feet to an existing iron pipe and N. 07° 31' E. 40.09 feet to an existing iron pipe, cornering; thence N. 68° 12' W. 17.59 feet to an existing iron pipe, cornering; thence N. 19° 01' E. 50.13 feet to the point of beginning, and being the identical tract or parcel of land conveyed from Carrie A. Farmer, Ethel Mae Farmer, and Pattie Farmer Hayes

133010001

BOOK 1891 PAGE 669

1339 0002

and husband, John Hayes, to Lucile F. Bradshaw by deed dated May 8, 1956, recorded in Book 574, Page 374, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated November 17, 1993, prepared by Hack Gay Associates, P.A.

Tract 4:

KNOWN as 605 - 607 Cokey Road, Rocky Mount, North Carolina

BEGINNING at an existing iron pipe in the eastern right of way line of Cokey Road located 52.7 feet south of the intersection of the eastern right of way line of Cokey Road and the southern right of way line of Redgate Avenue, corner for Lots 1 and 2, all as shown on map hereinafter referred to, thence along the eastern right of way line of Cokey Road, S. 06° 39' 00" E 52.7 feet to an iron pipe set, corner for Lots 2 and 3, thence along the dividing line for Lots 2 and 3, S. 07° 01' 39" E 134.66 feet to an existing iron pipe in the western line of Lot 4, cornering; thence along the dividing line for Lots 2 and 4, N. 02° 52' 05" E. 52.74 feet to an existing iron pipe, corner for Lots 1 and 2 in the western line of Lot 4; thence along the dividing line for Lots 1 and 2, N. 07° 20' 21" W. 143.37 feet to the point of beginning, and being Lot 2, Burnett Block, as shown on the plot of the Wells & Burnette property, and further being the identical tract or parcel of land conveyed to Preston H. Bradshaw, Jr., by Lucile F. Bradshaw, by deed dated February 7, 1964, recorded in Book 693, Page 344, Edgecombe County Registry

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated November 17, 1993, prepared by Hack Gay Associates, P.A.

Tract 5:

KNOWN as 537 Cokey Road, Rocky Mount, North Carolina.

BEGINNING at an iron stake in the new eastern right of way line of Cokey Road located 32.9 feet north of the intersection of the new eastern right of way line of Cokey Road and the northern right of way line of Redgate Avenue, all as shown on map hereinafter referred to, thence along the new eastern right of way line of Cokey Road, N. 06° 39' W. 106.5 feet to an iron stake, corner for Lot 1 and the Daughtry Land, thence along the dividing line for Lot 1 and the Daughtry Land, S. 07° 24' E. 170.91 feet to an iron stake, corner for Lots 1 and 3 in the southern line of the Daughtry Land; thence along the dividing line for Lots 1 and 3, and continuing along the dividing line for Lots 2 and 3, S. 02° 17' W. 103.7 feet to an iron stake, cornering; thence, N. 07° 56' W. 154.37 feet to the point of beginning, and being Lot 1 and the northern portion of Lot 2 of the Wells Block as shown on a map of property

BOOK 1891 PAGE 670

of Wells & Burnette dated March 20, 1910, by J. J. Wells, and further being tracts or parcels of land described in the following deeds: (1) from William D. Williams and wife, Della Hiram Williams to P. H. Bradshaw and wife, Lucile Bradshaw, by deed dated June 2, 1941, recorded in Book 391, Page 586, Edgecombe County Registry, and (2) from Lula H. Upchurch, et vir et al to Lucile F. Bradshaw by deed dated August 24, 1943, recorded in Book 409, Page 396, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated November 26, 1905, last revised November 11, 1993, prepared by Gay-Jarvis Associates, Inc.

Tract 6:

KNOWN as 429 S. Mercer Street (also known as 515 Cokey Road), Rocky Mount, North Carolina.

BEGINNING at an iron stake at the point of intersection of the southern right of way line of Mercer Street and the eastern right of way line of Cokey Road, all as shown on map hereinafter referred to; thence along the southern right of way line of S. Mercer Street, N. 50° 30' E. 85.3 feet to an iron stake, cornering; thence S. 39° 30' E. 81.0 feet to an iron stake and S. 43° 39' E. 28.15 feet to an iron stake in the dividing line for Lot 1 of the Wells & Burnette Lots and Lot 11, Block 44, Edgemont, cornering; thence along the dividing line for said Lot 1 and Lot 11, S. 85° 36' W. 126.46 feet to an iron stake in the eastern line of Cokey Road, cornering; thence along the eastern right of way line of Cokey Road, N. 03° 20' W. 18.2 feet to the point of beginning, and being the greater part of Lot 11, Block 44, Edgemont, as shown on map recorded in Map Book 1, Page 86, Edgecombe County Registry, and further being the identical tract or parcel of land conveyed from Ruffin Pool (unmarried) to P. H. Bradshaw and wife, Lucille F. Bradshaw, by deed dated March 23, 1933, recorded in Book 324, Page 175, Edgecombe County Registry, less and except that portion thereof conveyed by Lucile F. Bradshaw to Betty B. McCullen by deed dated April 12, 1970, recorded in Book 879, Page 250, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated December 17, 1905, last revised November 11, 1993, prepared by Gay-Jarvis Associates, Inc.

Tract 7:

KNOWN as 823 S. George Street, Rocky Mount, North Carolina.

BEGINNING at an iron stake in the new northern right of way line of George Street located N. 25° 05' W. 7.04 feet from an iron stake in the old northern right of way line of George Street at a southwestern corner for Lot 8 of the W. H. Horne Division, which iron stake in the old northern right of way line of George Street is located 393.67 feet west of the intersection of the western right of way line of Marigold Street and the northern right of way line of George Street, all as shown on map hereinafter referred to; thence from said point of beginning, along the western property line of Lots 8 and 1 of the W. H. Horne Division, N. 25° 05' W. 120.0 feet to an iron stake, corner with Mrs. C. A. Farmer Est. Land in the western line of Lot 1 of the W. H. Horne Division; thence along the southern line of Mrs. C. A. Farmer Est. Land, S. 61° 40' W. 60.0 feet to an iron stake, corner with Ben E. Fountain Lot in the southern line of Mrs. C. A. Farmer Est. Land; thence along the eastern line of Ben E. Fountain Lot, S. 25° 05' E. 115.5 feet to an iron stake in the new right of way line of George Street located 12.5 feet north of the old right of way line of George Street, cornering; thence along the new right of way line of George Street, N. 66° E. 59.9 feet to the point of beginning, and being the identical tract or parcel of land conveyed from Carrie A. Farmer et al to Preston H. Bradshaw by deed, dated May 8, 1956, recorded in Book 578, Page 372, Edgecombe County Registry; less that portion of said land described in Right of Way Agreement from P. H. Bradshaw and wife, Lucile F. Bradshaw, to State Highway and Public Works Commission dated April 19, 1957, recorded in Book 592, Page 117, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated May 6, 1902, last revised November 15, 1993, prepared by Gay-Jarvis Associates, Inc.

NORTH CAROLINA, EDGECOMBE COUNTY

The foregoing certificate(s) of John S. Skinner

Notary (his) Public (to) (are)

certified to be correct. This instrument was presented for registration and recorded in Book 1339

Page 493 this the 18th day of September, 2003 at 4:30 o'clock P M.

Judy W. Cole, Registrar of Deeds

By Kore B. Cole
Registrar/Deputy

BOOK 1891 PAGE 671

627

Given to
Kore

... THE LAROLINA (LASH) COUNTY ...
for recording certificate of _____
_____ Notary (s) (see) Public is
(has) certified to his contract. The instrument was presented for registration and recorded in this
office on Book 1891 Page 666
This 19 day of September, 2002, at 1:55 P M
BARBARA W. SASSER, REGISTER OF DEEDS
By Anna G. Melvin
Deputy Register of Deeds

3200
RAC

BOOK 1891 PAGE 672

EXHIBIT "C"

FILED

BOOK PAGE

2003 MAR 27 P 3:51

NELLIE W. THOMAS
REGISTER OF DEEDS
LEE COUNTY, N.C.

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, _____.

Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, _____

By: _____ Law Office of Amy Robinson

Mail/Box to: 1300 S.E. Maynard, Suite 203, Cary, NC 27511

This instrument was prepared by: Law Office of Amy Robinson

Brief description for the Index: _____

THIS DEED of TRUST made this 19th day of March, 2003, by and between

GRANTOR	TRUSTEE	BENEFICIARY
Grand Summit, LLC 7721 Six Forks Road Suite 138 Raleigh, NC	Amy Robinson 1300 S.E. Maynard Suite 203 Cary, NC 27511	Alpine Properties, LLC 1300 S.E. Maynard Suite 203 Cary, NC 27511

Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Twenty Eight Thousand Seven Hundred Fifty Dollars

(\$28,750.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is March 19th, 2008.

Apr. 10. 2008 1:23PM

BOOK 1356 PAGE 0780

No. 7627 P. 4

FILED
 EDGEcombe COUNTY NC
 03/25/2003 11:44 AM
 JUDY W. COLE
 Register of Deeds

Robert W. Carpenter
 Register/Deputy Ass't

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.
 This the _____ day of _____, _____
 Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____
 By: _____

Mailing Box to 1300 S.E. Maynard, Suite 203, Cary, NC 27511

This instrument was prepared by: Law Office of Amy Robinson

Brief description for the Index:

THIS DEED OF TRUST made this 18th day of March, 2003, by and between

GRANTOR	TRUSTEE	BENEFICIARY
Grand Summit, LLC 7721 Six Forks Road Suite 138 Raleigh, NC	Amy Robinson 1300 S.E. Maynard Suite 203 Cary, NC 27511	Alpine Properties, LLC 1300 S.E. Maynard Suite 203 Cary, NC 27511

Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership
 The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of twenty eight Thousand Seven Hundred Fifty Dollars (\$28,750.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is March 18th, 2008.

NC Bar Association Form No. 3 © 1976, Revised © September 1985, 2002
 Printed by Agreement with the NC Bar Association - NCBA 006
 Laser Generated by © Display Systems, Inc., 2002 (863) 763-5555

FOR RELEASE/D

SEE BOOK 1423 PAGE 912

THIS 18th DAY OF Feb. 2005

FOR CANCELLATION

SEE BOOK 1423 PAGE 1074

THIS 18th DAY OF May, 2005

Apr. 10. 2008 1:28PM

BOOK 1356 PAGE 0781

No. 7586 P. 1/3

NOW, THEREFORE, as security for said indebtedness, advances, and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Preliminary Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Rocky Mount, Rocky Mount Township, Edgemont County, North Carolina, (the "Premises") and more particularly described as follows:

See legal description in Exhibit "B" attached.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof, in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any rules and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$750.00, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies. In such manner and in such amounts and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary, Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of relating and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

NC Bar Association Form No. 5 © 1976 Revised © September 1983, 2002

Printed by Agreement with the NC Bar Association - NCBA 006

Laser Generated by © Display Systems, Inc., 2002 (863) 763-5553

Apr. 10. 2008 1:28PM

No. 7697 P. 3

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTY.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of this same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

☐ **THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law (other than (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises), without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVER.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. **OTHER TERMS.**

APR 10 2008 11:27PM

No. 7887 P. 2
BOOK 1056 PAGE 0104

Exhibit "B"

KNOWN as 333 S. Raleigh Street, Rocky Mount, North Carolina.

BEGINNING at an existing iron pipe in the southern right of way line of Raleigh Street located 117.10 feet east of the intersection of the southern right of way line of Raleigh Street and the eastern right of way line of Arlington Street, all as shown on map hereinafter referred to; thence along the southern right of way line of Raleigh Street, N. 69 degrees 21' E. 44.42 feet to an existing iron pipe and N. 60 degrees 30' E. 4.0 feet to an existing iron pipe, cornering; thence S. 29 degrees 30' E. 130.0 feet to an existing iron pipe, cornering; thence S. 53 degrees 22' W. 95.21 feet to an existing iron pipe, cornering; thence N. 02 degrees 28' W. 40.3 feet to an existing iron pipe and N. 07 degrees 31' E. 48.09 feet to an existing iron pipe, cornering; thence N. 68 degrees 12' W. 17.59 feet to an existing iron pipe, cornering; thence N. 19 degrees 01' E. 58.13 feet to the point of beginning, and being the identical tract or parcel of land conveyed from Charlie A. Farmer, Ethel Mae Farmer, and Pattle Farmer Hayes and husband, John Hayes, to Lucille F. Bradshaw by deed dated May 8, 1956, recorded in Book 574, Page 374, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated November 17, 1993, prepared by Mack Gay Associates, P.A.

KNOWN as 605-607 Cokey Road, Rocky Mount, North Carolina.

BEGINNING at an existing iron pipe in the eastern right of way line of Cokey Road located 52.7 feet south of the intersection of the eastern right of way line of Cokey Road and the southern right of way line of Redgate Avenue, corner for Lots 1 and 2, all as shown on map hereinafter referred to; thence along the eastern right of way line of Cokey Road, S. 06 degrees, 39' 00" E. 52.7 feet to an iron pipe set, corner for Lots 2 and 3; thence along the dividing line for Lots 2 and 3, S. 87 degrees 01' 39" E. 134.66 feet to an existing iron pipe in the western line of Lot 4, cornering; thence along the dividing line for Lots 2 and 4, N. 02 degrees 52' 05" E. 52.74 feet to an existing iron pipe, corner for Lots 1 and 2 in the western line of Lot 4; thence along the dividing lines for Lots 1 and 2, N. 87 degrees 20' 21" W. 143.37 feet to the point of beginning, and being Lot 2, Burnett Block, as shown on the plot of the Wells & Burnette property, and further being the identical tract or parcel of land conveyed to Preston H. Bradshaw, Jr., by Lucille F. Bradshaw, by deed dated February 7, 1964, recorded in Book 693, Page 344, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated November 17, 1993, prepared by Mack Gay Associates, P.A.

KNOWN as 537 Cokey Road, Rocky Mount, North Carolina.

BEGINNING at an iron stake in the new eastern right of way line of Cokey Road located 32.9 feet north of the intersection of the new eastern right of way line of Cokey Road and the

Apr. 10. 2008 1:30PM

BOOK 5356 (No. 7688) PAGE 35 P. 3/3

northern right of way line of Redgate Avenue, all as shown on map hereinafter referred to; thence along the new eastern right of way line of Cokey Road, N. 06 degrees 39' W. 106.3 feet to an iron stake, corner for Lot 1 and the Daughtry Land; thence along the dividing line for Lot 1 and the Daughtry Land, S. 87 degrees 24' E. 170.91 feet to an iron stake, corner for Lots 1 and 3 in the southern line of the Daughtry Land; thence along the dividing line for Lots 1 and 3, and continuing along the dividing line for Lots 2 and 3, S. 02 degrees 17' W. 103.7 feet to an iron stake, cornering; thence N. 87 degrees 56' W. 134.37 feet to the point of beginning, and being Lot 1 and the northern portion of Lot 2 of the Wells Block as shown on a map of property of Wells & Burnette dated March 20, 1918, by J. J. Wells, and further being tracts or parcels of land described in the following deeds: (1) from William D. Williams and Wife, Della Miriam Williams to P. H. Bradshaw and wife, Lucille Bradshaw, by deed dated June 2, 1941, recorded in Book 391, Page 586, Edgecombe County Registry, and (2) from Lula M. Upchurch et vir et al to Lucille F. Bradshaw by deed dated August 24, 1943, recorded in Book 409, Page 396, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated November 26, 1983, last revised November 11, 1993, prepared by Gay-Jarvis Associates, Inc.

KNOWN as 429 S. Mercer Street (also known as 535 Cokey Road), Rocky Mount, North Carolina.

BEGINNING at an iron stake at the point of intersection of the southern right of way line of Mercer Street and the eastern right of way line of Cokey Road, all as shown on map hereinafter referred to; thence along the southern right of way line of S. Mercer Street, N. 50 degrees 30' E. 85.3 feet to an iron stake, cornering; thence S. 39 degrees 30' E. 81.0 feet to an iron stake and S. 43 degrees 39' E. 28.15 feet to an iron stake in the dividing line for Lot 1 of the Wells & Burnette Lots and Lot 11, Block 44, Edgemont, cornering; thence along the dividing line for said Lot 1 and Lot 11, S. 85 degrees 36' W. 136.46 feet to an iron stake in the eastern line of Cokey Road, cornering; thence along the eastern right of way line of Cokey Road, N. 02 degrees W. 18.2' to the point of beginning, and being the greater part of Lot 11, Block 44, Edgemont, as shown on map recorded in Map Book 1, Page 86, Edgecombe County Registry, and further being the identical tract or parcel of land conveyed from Ruffin Peel (unmarried) to P. H. Bradshaw and wife, Lucille F. Bradshaw, by deed dated March 23, 1933, recorded in Book 324, Page 175, Edgecombe County Registry, less and except that portion thereof conveyed by Lucille F. Bradshaw to Betty D. McCullen by deed dated April 12, 1978, recorded in book 879, Page 250, Edgecombe County Registry.

This description is taken from "Map of Property of Preston H. Bradshaw, Jr." dated December 17, 1985, last revised November 11, 1993, prepared by Gay-Jarvis Associates, Inc.

KNOWN as 323 S. George Street, Rocky Mount, North Carolina.

BEGINNING at an iron stake in the new northern right of way line of George Street located N. 25 degrees 05' W. 7.84 feet from an iron stake in the old northern right of way line of

APR 10, 2008 1:29PM

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day 10th of April 2008 at Waco, Texas.Grand Summit, LLC
(Entity Name) _____ (SEAL)By: John Sink
John Sink
Title: Member/Manager _____ (SEAL)By: _____ (SEAL)
Title: Member/Manager _____By: _____ (SEAL)
Title: _____

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, _____.

My Commission Expires: _____
Notary Public _____State of North Carolina - County of WacoI, the undersigned Notary Public of the County and State aforesaid, certify that John Sink
personally came before me this day and acknowledged that he is the Member/Manager
of Grand Summit, LLC, a North Carolina or
corporation/limited liability company/partnership/limited partnership (article through the applicable), and that by
authority duly given and as the act of such entity, he signed the foregoing instrument in his north on its behalf as its authorized
Witness my hand and Notarial stamp or seal, this 10th day of April, 2008.My Commission Expires: 1/12/2008
Notary Public Jenny Kobus

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____
Notary Public _____The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page
shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

EXHIBIT “D”

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full
This the _____ day of _____
Signed _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____
By _____

Mail/Box to: 1300 S.E. Maynard, Suite 203, Cary, NC 27511

This instrument was prepared by: Law Office of Amy Robinson

Brief description for the Index: _____

THIS DEED OF TRUST made this 22nd day of May, 2003, by and between

GRANTOR	TRUSTEE	BENEFICIARY
Grand Summit, LLC 7721 Six Forks Road Suite 138 Raleigh, NC 27516	Amy Robinson 1300 S.E. Maynard Suite 203 Cary, NC 27511	Alpine Properties, LLC 1300 S.E. Maynard Suite 203 Cary, NC 27511

Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership
The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Ninety-Eight Thousand One Hundred Thousand Seventy-Eight Dollars (\$98,178.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is May 22nd, 2003

NC Bar Association Form No. 5 © 1976, Revised © September 1985, 2002
Printed by Agreement with the NC Bar Association - NCBA 006
Laser Generated by © Display Systems, Inc., 2002 (863) 763-5555

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Rocky Mount, Rocky Mount Township, Nash County, North Carolina, (the "Premises") and more particularly described as follows:

See legal description in Exhibit "A" attached hereto

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$750.00 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

NC Bar Association Form No. 5 © 1976, Revised © September 1985, 2002

Printed by Agreement with the NC Bar Association - NCBA 006

Laser Generated by © Display Systems, Inc., 2002 (863) 743-5553

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

☐ THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises, (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Grand Summit, LLC (SEAL)
(Entity Name)

By: John W Sink (SEAL)
John Sink
Title: Member/Manager

By: _____ (SEAL)
Title: _____

By: _____ (SEAL)
Title: _____

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____

personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, _____

My Commission Expires _____
Notary Public

State of North Carolina - County of Wake
I, the undersigned Notary Public of the County and State aforesaid, certify that John W Sink, a North Carolina or _____, personally came before me this day and acknowledged that he is the Member/Manager of Grand Summit, LLC, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable) and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf to act and do as shown on the first page hereof. Witness my hand and Notarial stamp or seal, this 22 day of May, 2003.

My Commission Expires 11/21/06
Don Robinson
Notary Public

State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, _____.

My Commission Expires: _____
Notary Public

The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

Exhibit "A"

KNOWN as 726 Nashville Road, Rocky Mount, NC

Beginning at a stake in the center of the Nashville Road about 240 feet easterly from the eastern property line of Cockrell Street, now or formerly T. R. McDearman's Corner; thence with the center of the Nashville Road, S. 50 deg. 11' E. 52.5 feet to a stake; thence N 34 deg. 11' E. 210 feet to a stake in the line of Lot No. 38 of the M. B. Williford land; thence with the line of said lot no. 38, N 38 deg. 11' W. 52.5 feet to a stake, now or formerly T. R. McDearman's corner; thence with the McDearman line S. 34 deg. 11' W. 210 feet to the beginning.

It being the identical property conveyed to Johnnie Junior Hedgepath and wife, Loretta J. Hedgepath by Deed recorded in Book 760, Page 28, Nash Registry.

BEING the identical property conveyed to the Grantor in 1944, Page 365, Nash County Registry.

BOOK 1962 PAGE 69

Exhibit "A"

KNOWN as 117 Union Street, Rocky Mount, Nash County, North Carolina and being more particularly described as follows:

BEGINNING at a stake in the southern property line of Union Street, 152.5 feet easterly from its intersection with the eastern property line of Church Street; thence southerly parallel with the eastern property line of Church Street 100 feet to a stake; thence easterly and parallel with the southern property line of Union Street 50 feet to a stake; thence northerly and parallel with the first line 100 feet to a stake in the southern property line of Union Street; thence westerly with the southern property line of Union Street 50 feet to the BEGINNING, being Lot 14 as shown on plat of the property of Blount, Coghill and Herbert, recorded in Plat Book 1, page 49, Nash County Registry, said property being that same property deeded to Elmer Gray Evans, Sr., and wife, Linda Lee Evans, recorded in Deed Book 1504, Page 928 with the Nash County Register of Deeds.

BEING the identical lot conveyed to Grantor in Deed Book 1931, Page 511, Nash County Registry

BOOK 1962 PAGE 70

Exhibit "A"

KNOWN AS 842 Peachtree Street, Rocky Mount, Nash County, North Carolina and being more particularly described as follows:

BEGINNING at a stake in the western property line of Peachtree Street at its intersection of the southern property line of W. Ridge Street; thence along the western property line of Peachtree Street S. 28 deg. 20 min. E. 50 feet to a stake, corner for property owned by Nettie G. Holmes; thence along the Holmes' line S. 60 deg. 35 min. W. 120.55 feet to a stake, corner for Nettie G. Holmes in the line of (now or formerly) Harold D. Roland; thence along the Harold D. Roland line N. 28 deg. 47 min. W. 50 feet to a stake in the southern property line of W. Ridge Street; thence along the southern property line of W. Ridge Street N. 60 deg. 35 min. E. 120.93 feet to the point of Beginning. See deed from E. C. Holmes and wife, Nettie Griffin Holmes, to Lois Ward Hughes, dated August 11, 1976, recorded in Book 988, Page 620. Nash County Registry. See deed from E. C. Holmes to Nettie Griffin Holmes, dated January 8, 1992, recorded in Book 1356, Page 28, Nash County Registry.

The above description is taken from a Map entitled, "Property of Lois Ward Hughes, 842 Peachtree Street, Rocky Mount, N.C.", dated September 7, 1993 by O. Harold Wester, R. L. S.

Also see Power of Attorney recorded in Nash County Registry Deed Book 1913, Page 74. This Power of Attorney was granted to R. Richard Miller by Grantor.

By instrument dated October 19, 1995, by and between Grantor and the Department of Transportation, Grantor conveyed a FEE SIMPLE in the right of way located in Rocky Mount Township, Nash County, North Carolina, which is particularly described as follows:

Beginning at a point on the Grantors northwest property line common with the exiting southeast right of way boundary of Ridge Street (survey line Y5), said point being 26' southwest of and normal to survey line L; thence southeast along survey line L to its intersection with the Grantors southeastern property line, if extended, common with Nettie G. Holmes, now or formerly; thence southwest to, along, and with the aforesaid common property line at all points being 26' southwest of and normal to survey line L to the point of beginning, Deed Book 1505 Page 995, Nash County Registry.

BEING the identical lot conveyed to Grantor in Deed Book 1948, Page 430, Nash County Registry

NORTH CAROLINA-NASH COUNTY
This foregoing certificate

Amy Robinson (Notary) (Not Public)

(are) certified to be correct. This instrument was presented for registration and recorded in the office of the Register of Deeds on the 20 day of May 2003 at 10:30 A.M.

RAUBAULT GASSER, REGISTER OF DEEDS
Notary Public

32.00

BOOK 1962 PAGE 71

EXHIBIT “E”

Prepared by and Return To:
Howard S. Kohn
4515 Falls of Neuse Road, Suite 175 ²⁴³⁵⁶
Raleigh, North Carolina 27609

STATE OF NORTH CAROLINA

CUMBERLAND
COUNTY OF WAKE

RECEIVED
5-21-2004 PM 3:54:27
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.
CERTIFICATE OF SATISFACTION

The undersigned certifies that he is the owner of the indebtedness secured by the hereafter described deed of trust or mortgage and that the debt or other obligation in the original amount of \$40,000.00 secured by the deed of trust executed by Alpine Properties, LLC, a North Carolina limited liability company, Grantor, to Amy Robinson, Trustee, for Chris Judy, Beneficiary and recorded in Cumberland County, North Carolina at Book 6343, Page 099, and was satisfied on May 18, 2004. The undersigned requests that this certificate of satisfaction be recorded and the above-referenced security instrument be cancelled of record.

STATE OF NORTH CAROLINA

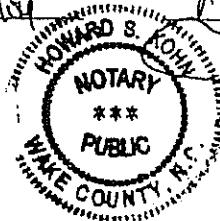
COUNTY OF WAKE

I, Howard S. Kohn, a Notary Public for said County and State do hereby certify that Chris Judy personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 19th day of May, 2004.

My Commission Expires: 7/13/04

[SEAL]



[Signature]
NOTARY PUBLIC

THE ABOVE DEED OF TRUST IS HEREBY
CANCELLED THIS THE 19th DAY OF
MAY, 2004
J. LEE WARREN JR.
REGISTER OF DEEDS
[Signature]
DEPUTY, ASSISTANT REGISTER OF DEEDS

The foregoing Certificate of Howard S. Kohn

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By J. Lee Warren Jr. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant Register of Deeds

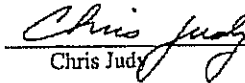
STATE OF NORTH CAROLINA

AFFIDAVIT OF LOST NOTE

COUNTY OF CUMBERLAND

The undersigned affiant personally appeared before me and having been duly sworn made the following affidavit:

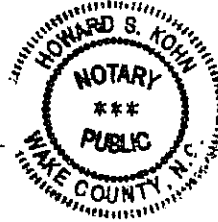
1. The affiant is Chris Judy ("Affiant").
2. Affiant is the owner of the note or other indebtedness secured by the deed of trust, mortgage or other instrument executed by Alpine Properties, LLC, a North Carolina limited liability company to Amy Robinson, Trustee for Chris Judy, Beneficiary and recorded in Cumberland County, North Carolina at Book 6343, Page 099, in the original amount of \$40,000.00.
3. The note or other indebtedness has been lost and after the exercise of due diligence cannot be located.
4. Affiant certifies that all indebtedness secured by the deed of trust, mortgage, or other instrument was satisfied on May 18, 2004 and Affiant is responsible for the cancellation of the same.


Chris Judy

Sworn and subscribed before me
this 19th day of May, 2004.


NOTARY PUBLIC

My Commision Expires: 7/13/04



[SEAL]

EXHIBIT “F”

INDEMNITY AGREEMENT

Upon receipt of this indemnity agreement, Wright Dixon will release the Offer to Purchase contracts for the sale of 710 Slaughter Street, 310 E. Chestnut Street, and 319 Grand Street, with respective purchase prices of \$66,000, \$73,000 and 68,000.

The release of the signed Warranty Deeds, Settlement Statements and all other documents pertaining to the sale will be contingent upon payment by Alpine Properties, LLC to Wright Dixon the sum of \$7,000. for tax liabilities incurred due to increased sales prices.

If Alpine Properties, LLC fails to render payment of \$7,000, the aforementioned Offer to Purchase contracts between Alpine and Wright Dixon will be null and void and will not be legally binding.

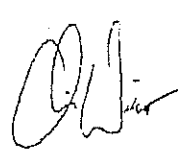
Hold Harmless and Indemnification:

This Agreement specifies that in the event that Alpine Properties, LLC fails to pay to Wright Dixon the sum of \$7,000 for his tax liability, Alpine will hold Wright Dixon harmless and will indemnify him for any consequential damages arising from its failure to pay the said \$7,000.

* All proceeds from the sale of said properties will be paid to Alpine Properties, LLC by the reassigned purchaser to be determined at closing.

Signature: 

James Webb, for Alpine Properties, LLC

Acknowledged: 

04/02/2004

04/26/2004 MON 5:40 FAX 919 929 7219 John G. McCormick, P.A.